

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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IN RE: WORLD TRADE CENTER DISASTER Docket No.: 21 MC 100 (AKH)
SITE LITIGATION
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This Document Applies to All Actions STIPULATION
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Whereas Worby Groner Edelman & Napoli Bern, LLP ("WGENB") and Sullivan Papain Block McGrath & Cannavo P.C. ("SPBMC"), serving as Court-appointed 21 MC 100 Plaintiffs' Liaison Counsel ("PLC") since September 8, 2004, have each incurred substantial common benefit expenses for plaintiffs and claimants ("Plaintiffs") in the 21 MC 100, 102 and 103 litigation,

It is hereby STIPULATED AND AGREED by and between WGENB and SPBMC that:


1. Except as expressly provided for in paragraphs "2" and "3" *infra*, WGENB and SPBMC each waive their respective rights to recover any Common Benefit expenses from the other firm, or from any Plaintiff in the 21 MC 100, 21 MC 102 and 21 MC 103 dockets represented by the other firm or from any portion of any such Plaintiff's Gross Monetary Recovery, and thus none of the Common Benefit expenses incurred by WGENB or by SPBMC shall be borne by the other or any of the other's clients; and

2. Notwithstanding any provision to the contrary herein, SPBMC agrees to pay WGENB its apportioned share of 6.4106% (that percentage which the number of SPBMC Plaintiffs (689) is to the total number of Plaintiffs (10,763) that are on the SPA Eligible Plaintiffs' List ("EPL")) of past expenses paid by WGENB for: the Court-appointed Special Masters, Dean Aaron Twerski and Professor James Henderson, Jr.


except for such expenses that were related to non-WTC Captive Insurance Company settlement negotiations; the Court-approved administrator of the Court database system created for this litigation, Technology & Concepts Design, Inc., and the Court-approved consultant retained in connection with such Court database system, Juris Innovations, Inc., with SPBMC having a credit for monies it has previously paid to Juris Innovations, Inc.; and the court-appointed Ethicist, Professor Roy Simon for services rendered in regard to the SPA; and

3. SPBMC agrees to pay WGENB its apportioned share of past expenses paid by WGENB to the Allocation Neutral for resolving plaintiffs' workers' compensation issues in regard to the SPA, with SPBMC's apportioned share being that percentage which the number of SPBMC Plaintiffs whose cases are subject to workers' compensation liens and/or credits is to the total number of Plaintiffs on the EPL whose cases are subject to workers' compensation liens and/or credits; and

4. In consideration of the above, both WGENB and SPBMC hereby withdraw, with prejudice, their respective applications to recover Common Benefit expenses from each other or each other's clients in the 21 MC 100, 21 MC 102 and 21 MC 103 dockets, while preserving their rights to continue to seek the recovery of Common Benefit Expenses from other Plaintiffs on the EPL who are represented by attorneys other than WGENB or SPBMC; and

5. WGENB agrees to not charge their own clients ^{or other plaintiffs or plaintiff law firms} for lobbying expenses,  public relations consultants and attorney consultants.

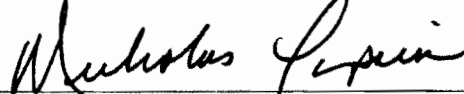
Worby Groner Edelman & Napoli Bern, LLP
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to Andrew (including the
addition of \$5.

The argument scheduled
for this afternoon, Sep. 1, 2010,
is canceled.



9.1.10